# CH \$40.00 885396

ETAS ID: TM856840

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

10/01/0001

**EFFECTIVE DATE:** 10/21/2021

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Astivita Limited		11/29/2023	Limited Company: AUSTRALIA

### **RECEIVING PARTY DATA**

Name:	Organic Vegan Limited	
Street Address:	1821 lpswich Rd	
City:	Rocklea, Queensland	
State/Country:	e/Country: AUSTRALIA	
Postal Code:	Code: 4106	
Entity Type:	Type: Limited Company: AUSTRALIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88539647	REEFSAFE

### **CORRESPONDENCE DATA**

**Fax Number:** 2156894934

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2159791191

Email: nkmclaughlin@duanemorris.com

Correspondent Name: Nicole K. McLaughlin; DUANE MORRIS LLP

Address Line 1: 30 South 17th Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	H4827-00027
NAME OF SUBMITTER:	Nicole K. McLaughlin
SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	11/29/2023

**Total Attachments: 2** 

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TRADEMARK REEL: 008271 FRAME: 0825

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## NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARK

This Nunc Pro Tunc Assignment of United States Trademark, ("Assignment"), is effective, nunc pro tunc, as of October 21, 2021, ("Effective Date"), by and between Astivita Limited, an Australian limited company with an address of 15 Suscatand Street, Rocklea, Queensland AUSTRALIA 4106 (hereinafter referred to as "Assignor"), on the one hand and Organic Vegan Limited, an Australian limited company, with an address of 1821 Ipswich Rd, Rocklea, Queensland AUSTRALIA 4106 (hereinafter referred to as "Assignee"), on the other hand.

WHEREAS, Assignor owns all rights, title and interest in and to the trademark set forth below, which is the subject of a trademark application in the United States Patent and Trademark Office as set forth below (together with all common-law rights, and the goodwill of the business associated therewith and symbolized thereby, the "Trademark"):

Application No. Trademark Application Date
88/539647 REEFSAFE July 26, 2019

WHEREAS, Assignee is desirous of acquiring from Assignor all rights, title and interest that Assignor now has, or ever had, in and to the Trademark, including all common-law rights, and the goodwill of the business associated therewith and symbolized thereby, and any and all causes of action relating to said Trademark, and the application thereof set forth above as the successor to the business of the Assignor to which the Trademark pertains; and

WHEREAS, it is desired that the assignment of the Trademark Application listed above be made a matter of record in the United States Patent and Trademark Office.

DM20.8879902.1

TRADEMARK REEL: 008271 FRAME: 0826 NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to the aforesaid Trademark, including all common-law rights, and the goodwill of the business associated therewith and symbolized thereby, and any and all causes of action relating to said Trademark, in law, equity, or otherwise, and the application thereof set forth above, and the portion of the business to which said Trademark pertains, *nunc pro tunc*, as of the Effective Date, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademark hereby assigned, all without further compensation to Assignor.

This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor have caused this Assignment to be executed as of the Effective Date.

ASTIVITA LIMITEE

By:

Name: Lev Mizixonsky

Title:

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**RECORDED: 11/29/2023** 

REEL: 008271 FRAME: 0827